

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

FILED

March 12, 2021

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY: Melissa Copp
DEPUTY

OSARO EWEMADE

Plaintiff,

vs,

NO. 6:21-CV-255

WESTERN UNION CORPORATION

a Colorado Corporation,

Defendant.

**COMPLAINT FOR BREACH OF CONTRACT,
UNJUST ENRICHMENT, AND CONVERSION**

For its complaint Plaintiff, Osaro Ewemade Pro se litigant, states as follows:

I. THE PARTIES AND JURISDICTION

I. Plaintiff, Osaro Ewemade, (Ewemade), a Plaintiff a citizen of British.

2. Defendant, Western Union Corporation of Colorado (“Western Union”) is corporation organized under Colorado law, having its Principal place of business in Round Rock Texas.

3. Western Union may be served with process by serving its registered agent: Attn- Executive Resolutions Department P.O. Box 6036 Englewood CO. 80155, In person at Western Union Headquarters’ Office Corporate Office 6855 South Havana St. # 100 Englewood, CO 80112.

4. Jurisdiction is proper in this court pursuant to **28 U.S.C. Section 1332**, because the plaintiff is a resident of a foreign country, and the defendant is a corporation incorporated under the law of the State of Colorado, with its principal place of business in the State of Texas. The amount in controversy, without interest, cost or attorneys’ fees, exceeds the amount specified by **28 U.S.C Section 1332**.

II. FACTS

5. On or about August 25, 2020, Osaro Ewemade (“Plaintiff”) and **Western Union (“defendant”)** entered into Western Union Transfer Agreement for \$15,000.00 (fifteen thousand dollars)(the “Transfer Agreement”) relating to delivery and transfer, on one hand, and the Transfer, on the other hand, to deliver to **Emmanuel John at Austin Texas.**, amount of \$15,000.00 (fifteen thousand dollars) For Mr. Emmanuel a cars seller/dealer to Purchase, a Toyota on behalf of Plaintiff , till date Mr. Emmanuel Claims that Western Union have failed to made this said transfer, per the delivery agreement in here plaintiff surfer Damages /Economic Damages supra.

6. The Transfer Agreement Provide that failure to Transfer/Deliver is refundable following the occurrence of a “Refund Event,” defined in the agreement to include, among other things, failure to deliver.

7. The Transfer Agreement provides that if Osaro Ewemade as the customer who paid Western Union to make this said transfer, requests a refund following the occurrence of a Refund Event, Western Union shall refund all pre-transfer/delivery payments receive from Plaintiff Mr. Ewemade within thirty days of receiving notice of the refund request.

8. Beginning on October 31, 2020 and continuing thereafter, Mr. Ewemade communicated its decision to terminate the Western Union Transfer Agreement as Western Union Defendant failed to make the transfer per our agreement.

9. Pursuant to the terms of the Transfer Agreement, Western Union was required to refund Mr. Ewemade \$15,000.00 (fifteen thousand dollars) and the cost/interest , deposits in care of the Defendant to Transfer on behalf of Plaintiff., in here as Defendant failed to deliver supra. Here Plaintiff has requested the refund.

10. By letter dated January 11, 2021, Mr. Ewemade requested that all its money refunded within thirty (30) days of receipt of the refund request, on or before February 11, 2021, at the latest. Western Union did not refund Mr. Ewemade’s this \$15,000.00 on or before February 11, 2021, and has not done so to date.

11. The Transfer Agreement Further Provides that for litigation commenced in connection with the Transfer Agreement, the prevailing party shall be entitled to reimbursement of its attorneys' fees, expenses and costs.

III. CLAIMS FOR RELIEF

1. Breach of Contract

12. Plaintiff hereby re-alleges and incorporates by reference the allegations in Paragraphs 1-11.

13. Western Union has failed to refund to Mr. Ewemade any of its \$15,000.00 paid and Transfer pursuant to the terms of the Transfer Agreement, and thus breached that agreement.

14. Mr. Ewemade has suffered damages as a result of Western Union's breach of the Transfer Agreement.

WHEREFORE, Mr. Ewemade demands judgment against Western Union in an amount of **\$100,000.00 (one hundred thousand dollars)** or an amount to be proven at trial and such other and further relief as may be just, proper and allowable, including its attorneys' fees, pre-judgment and post-judgment interest and the cost of this suit.

2. Unjust Enrichment

15. Mr. Ewemade hereby re-alleges and incorporates by reference the allegations in Paragraph 1-14.

16. Mr. Ewemade is entitled to a full refund of all its pre-transfer/delivery payment and Transfer.

17. Western Union has failed to remit to Mr. Ewemade its pre-transfer/delivery payments and transfers, and retained those payments and transfer for itself.

18. As a result, Western Union has been unjustly enriched and has benefited at the direct expense of Mr. Ewemade.

WHEREFORE, Mr. Ewemade demands judgment against Western Union in an amount to be proven at trial, and such other and further relief as may be just, proper and allowable, including pre-judgment and post-judgment interest and the costs of this suit.

Respectfully submitted,

OSARO EWEMADE. *OSARO EWEMADE*

Pro se.

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Email: osaro@ewemade.com

Send via email and Certified USPS MAIL RECEIPT number 7020 2450
0001 2758 9202.

RETURN RECEIPT
REQUESTED

Osamb Ewemade
P.O. Box 6472,
Round Rock TX 78682³

Clerk of Court,
United States District Court
800 Franklin Ave. Suite 304, Room 380
Waco TX 76701

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